

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/562,717

Docket No.: JAW-101/PCT/US

Filing Date: 12/23/2005

Art Unit:

5 Applicants: Stephen Latham Goldson

Examiner:

Title: A method of and apparatus for detecting the presence of signature  
volatile compounds from materials in a confined environment

CERTIFICATE OF MAILING

10 I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage  
as First Class Mail in an envelope addressed to: Commissioner of Patents, Alexandria, VA 22313-1450

on 7-2-07  
Date

Abigail Capurro  
Signature

15 Abigail Capurro  
Type or print name of person signing

20 **Renewed Petition under 37 CFR 1.47(a)**

MailStop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
25 PO Box 1450  
Alexandria, VA 22313-1450

Sir:

This renewed petition under 37 CFR 1.47(a) is in response to a decision on petition under  
30 37 CFR 1.47(a) dated April 10, 2007.

In reply to the decision, regarding item 2, Exhibit A, hereby enclosed, provides statements  
of facts executed by Mark Treloar, a commercial manager at AgResearch Limited, the  
owner of the above referenced application. These statements set out the circumstances in

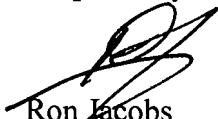
which the inventor Mr. T. J. Braggins has refused to sign the required declaration to complete the formal requirements before the USPTO.

In reply to the decision, regarding item 4, it is hereby stated that the client and inventors  
5 received a complete declaration. Furthermore, two individual sets of declarations are provided with this submission.

### Conclusion

The Applicant hereby submits a bona fide attempt to address the issues raised in the  
10 decision on petition under 37 CFR 1.47(a). Reconsideration of this renewed petition is kindly requested.

Respectfully submitted,



Ron Jacobs  
Reg. No. 50,142  
Lumen IPS  
2345 Yale Street, Second Floor  
Palo Alto, CA 94306  
650-424-0100 (phone)

<b>DECLARATION FOR UTILITY <i>or</i> DESIGN PATENT APPLICATION (37 CFR 1.63)</b>	Attorney Docket Number	JAW-101/PCT/US
	First Named Inventor	Stephen Latham Goldson
	Application Number	10/562717
	Filing Date	12/23/2005
	Art Unit	
<input type="checkbox"/> Declaration submitted <i>with</i> initial filing <input checked="" type="checkbox"/> Declaration submitted <i>after</i> initial filing (surcharge)	Examiner Name	

Please direct all correspondence to the address associated with Customer Number:		30869		
<p><b>I hereby declare that:</b></p> <p>Each inventor(s) residence, mailing address and citizenship are as stated below next to their name.</p> <p>I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:</p> <p><b>A Method of and Apparatus for Detecting the Presence of Signature Volatile Compounds From Materials in a Confined Environment</b></p> <p>the specification of which</p> <p><input type="checkbox"/> is attached hereto</p> <p><input checked="" type="checkbox"/> was filed on (mm/dd/yyyy) 12/23/2005 as United States application number or PCT international application number 10/562717 and was amended on (mm/dd/yyyy) (if applicable).</p> <p>I hereby state that I reviewed and understand the contents of the above identified application, including the claims, as amended by any amendment specifically referred to above.</p> <p>I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.</p> <p>Each inventor(s) residence, mailing address and citizenship are as stated below next to their name.</p> <p>I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:</p>				
<p>I hereby claim foreign priority benefits under 35 USC 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor(s) or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's right certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.</p>				
Prior Foreign Appl. Nos.	Country	Foreign Filing Date (mm/dd/yyyy)	Priority Not Claimed YES NO	Certified Copy Attached YES NO
			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

This collection of information is required by 35 USC 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 USC 122 and 37 CFR 1.11 and 1.14. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Modified Version of PTO/SB/01

# DECLARATION FOR UTILITY or DESIGN PATENT APPLICATION

I hereby declare that all statement made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE or FIRST INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]): Stephen Latham

Family Name or Surname: Goldson

Inventor's Signature

Date 13/09/06

Residence - City: Beckenham

State: Christchurch

Country: New Zealand Citizenship: New Zealand

Mailing Address: 32 Fisher Ave.

City: Beckenham

State: Christchurch

Zip: 8030

Country: New Zealand

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]): Terrance John

Family Name or Surname: Braggins

Inventor's Signature

Date

Residence - City: Cambridge

State: Cambridge

Country: New Zealand Citizenship: New Zealand

Mailing Address: 2 Thwaites Place

City: Cambridge

State: Cambridge

Zip: 2351

Country: New Zealand

NAME OF THIRD INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]): Alan Leedham

Family Name or Surname: Hart

Inventor's Signature

Date

Residence - City: Palmerston North

State: Palmerston

Country: New Zealand Citizenship: New Zealand

Mailing Address: 29 St. John's Ave.

City: Palmerston North

State: Palmerston

Zip: 11008

Country: New Zealand

NAME OF FOURTH INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]):

Family Name or Surname:

Inventor's Signature

Date

Residence - City:

State:

Country:

Citizenship:

Mailing Address:

City:

State:

Zip:

Country:

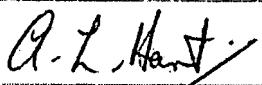
<b>DECLARATION FOR UTILITY <i>or</i> DESIGN PATENT APPLICATION (37 CFR 1.63)</b>	Attorney Docket Number	JAW-101/PCT/US
	First Named Inventor	Stephen Latham Goldson
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Please direct all correspondence to the address associated with Customer Number:		30869	
<p><b>I hereby declare that:</b></p> <p>Each inventor(s) residence, mailing address and citizenship are as stated below next to their name.</p> <p>I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:</p> <p><b>A Method of and Apparatus for Detecting the Presence of Signature Volatile Compounds From Materials in a Confined Environment</b></p> <p>the specification of which</p> <p><input type="checkbox"/> is attached hereto</p> <p><input checked="" type="checkbox"/> was filed on (mm/dd/yyyy) 12/23/2005 as United States application number or PCT international application number 10/562717 and was amended on (mm/dd/yyyy) (if applicable).</p> <p>I hereby state that I reviewed and understand the contents of the above identified application, including the claims, as amended by any amendment specifically referred to above.</p> <p>I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.</p> <p>Each inventor(s) residence, mailing address and citizenship are as stated below next to their name.</p> <p>I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:</p>			
<p>I hereby claim foreign priority benefits under 35 USC 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor(s) or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's right certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.</p>			
Prior Foreign Appl. Nos.	Country	Foreign Filing Date (mm/dd/yyyy)	Priority Not Claimed YES NO
			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

This collection of information is required by 35 USC 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 USC 122 and 37 CFR 1.11 and 1.14. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

## DECLARATION FOR UTILITY *or* DESIGN PATENT APPLICATION

I hereby declare that all statement made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

<b>NAME OF SOLE or FIRST INVENTOR:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]): <b>Stephen Latham</b>		Family Name or Surname: <b>Goldson</b>	
Inventor's Signature		Date	
Residence – City: <b>Beckenham</b>	State: <b>Christchurc</b>	Country: <b>New Zealand</b>	Citizenship: <b>New Zealand</b>
Mailing Address: <b>32 Fisher Ave.</b>			
City: <b>Beckenham</b>	State: <b>Christchurc</b>	Zip: <b>8030</b>	Country: <b>New Zealand</b>
<b>NAME OF SECOND INVENTOR:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]): <b>Terrance John</b>		Family Name or Surname: <b>Braggins</b>	
Inventor's Signature		Date	
Residence – City: <b>Cambridge</b>	State: <b>Cambridg</b>	Country: <b>New Zealand</b>	Citizenship: <b>New Zealand</b>
Mailing Address: <b>2 Thwaites Place</b>			
City: <b>Cambridge</b>	State: <b>Cambridg</b>	Zip: <b>2351</b>	Country: <b>New Zealand</b>
<b>NAME OF THIRD INVENTOR:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]): <b>Alan Leedham</b>		Family Name or Surname: <b>Hart</b>	
Inventor's Signature 		Date <b>1 SEPT 2006</b>	
Residence – City: <b>Palmerston North</b>	State: <b>Palmersto</b>	Country: <b>New Zealand</b>	Citizenship: <b>New Zealand</b>
Mailing Address: <b>29 St. John's Ave.</b>			
City: <b>Palmerston North</b>	State: <b>Palmersto</b>	Zip: <b>11008</b>	Country: <b>New Zealand</b>
<b>NAME OF FOURTH INVENTOR:</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]):		Family Name or Surname:	
Inventor's Signature		Date	
Residence – City:	State:	Country:	Citizenship:
Mailing Address:			
City:	State:	Zip:	Country:

# Exhibit A

## STATEMENT OF FACTS:

The named inventor(s) of United States Patent Application Number: 10/562,717 are:  
Stephen Latham Goldson, Terence (previously incorrectly spelt as Terrance) John Braggins and  
Alan Leedham Hart

Name and address of inventor that refuses to sign the above referenced application  
(10/562,717):

Terence John Braggins

Home Address:

Formally 2 Thwaites Place, Cambridge, New Zealand 2351  
now changed to  
96 Hall Street, Cambridge, New Zealand 2351

The circumstances under which the co-inventor Terence John Braggins has refused to sign the  
required documentation is set out below:

1. Terence John Braggins is an ex-employee of AgResearch Limited, the original assignee  
of the above referenced patent application.
2. On 12 May 2006 James & Wells, AgResearch's Patent Attorneys forwarded to  
AgResearch a United States Assignment and Power of Attorney and Declaration forms  
for this application (Exhibit 1) for execution by all three inventors.
3. I understood that Terence John Braggins was obliged to sign this documentation due to  
AgResearch's ownership of the technology, as set out in Terence John Braggins  
employment contract (Exhibit 2).
4. The Confidentiality, Intellectual Property and Privacy Section of Terence's employment  
contract reads:

*"All inventions, discoveries, patents, designs, copyright or other intellectual property of  
any nature or proprietary rights arising from an employee's employment shall be the*

10/562,717 (JAW-101/PCT/US)

*property of the employer unless otherwise agreed in writing beforehand. Laboratory books shall be maintained and are the property of AgResearch.*  
*The obligations in this clause shall continue after employment has ended."*

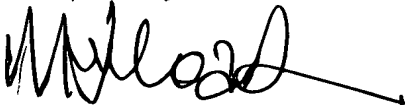
5. The inventor Terence John Braggins is one and the same person as Terry Braggins referred to on the employment contract.
6. There was no agreement with Terence John Braggins, or the other two inventors regarding ownership of this United States patent application (and/or corresponding patent applications in Europe, Australia, Canada, Japan and New Zealand, herein after referred to as the patent portfolio). As per Terence John Braggins employment contract this was the sole property of AgResearch.
7. The Deed of Assignment and Declaration documents were forwarded to Alan Leedham Hart with a request to execute the documents and forward them onto Terence John Braggins for execution.
8. On 28 July 2006 I called Terence John Braggins regarding execution of the Deed of Assignment and Declaration forms.
9. Terence advised that he would not execute the documents until an issue regarding his rights to this patent portfolio was addressed.
10. Terence advised that as a consequence of his redundancy from AgResearch he had lost the potential royalty rights of this patent portfolio which he may have retained if he had remained an employee.
11. Terence advised me that he was not going to execute any documentation until he received or came to a settlement with AgResearch regarding this matter.
12. On subsequent discussion with Ian Boddy, AgResearch's General Manager of Commercial Services, Ian advised me that Terence John Braggins had also contacted him regarding this matter. Terence had advised Ian that he felt that he should retain some beneficial entitlement from this United States patent application (and patent portfolio).



13. Discussion between Ian Boddy and Terence John Braggins took place, however no resolution was come to, or agreement made.
14. On 6 October 2006, Terence John Braggins returned the Assignment and Power of Attorney and Declaration forms to AgResearch unsigned.
15. With the unsigned documents Terence John Braggins sent a note (Exhibit 3) stating that he had not heard back from Ian (Boddy) regarding his rights in this matter and as such was returning the documents.
16. To date, this issue is unresolved.
17. Due to the impending deadline for filing the documentation, and after discussion with James & Wells a separate copy of the documents were forwarded to the third inventor (Stephen Latham Goldson) for execution.
18. The executed documents from Stephen Latham Goldson and Alan Leedham Hart were subsequently forwarded to James & Wells for filing at the United States Patent Office.
19. Terence John Braggins has therefore to date refused to execute a Declaration and Assignment document.

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information or belief are believed to be true.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Treloar', with a long horizontal line extending from the end of the signature.

Mark Treloar

AgResearch Limited

Commercial Manager

## **EXHIBIT 1**

JAMES & WELLS  
INTELLECTUAL PROPERTY

12 May 2006  
HAMILTON OFFICE

Commercial Services Group  
AgResearch Limited  
Private Bag 3123  
HAMILTON

Attention: Mark Treloar

Re: AGRESEARCH LIMITED  
United States Patent Application No. 10/562,717  
Sniffertech Base Patent Application  
Our Ref: 125660, 125659/16 RC

Our US associates have forwarded a separate assignment, power of attorney and declaration. We enclose these documents for execution and return.

We also confirm receipt of your instructions to prepare a general assignment from the Inventors to AgResearch. This documentation is under preparation and will be supplied shortly.

Please contact me if you have any questions or further instructions.

Yours sincerely  
JAMES & WELLS



Simon Murphy  
Senior Associate  
simonm@jaws.co.nz

Copy to: Ian Boddy  
Commercial Services Group  
AgResearch Limited  
Private Bag 3123  
HAMILTON

HAMILTON OFFICE  
Level 12, KPMG Centre  
85 Alexandra Street  
Hamilton  
PHONE +64 7 957 5660  
FAX +64 7 957 5661  
EMAIL [hamilton@jaws.co.nz](mailto:hamilton@jaws.co.nz)  
HOMEPAGE [www.jaws.co.nz](http://www.jaws.co.nz)  
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DX GX10012, Hamilton

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FAX +64 9 914 6760  
POST Private Bag 11907  
Ellerslie, Auckland, New Zealand  
DX CP34005, Auckland

TAHRANGA OFFICE  
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FAX +64 7 578 4001  
POST PO Box 13365  
Tauranga, New Zealand  
DX HP40037, Tauranga

CHRISTCHURCH OFFICE  
PHONE +64 3 379 3664  
FAX +64 3 379 8220  
POST PO Box 2201  
Christchurch, New Zealand  
DX WP20323, Christchurch

## **EXHIBIT 2**



# COPY

## Individual Employment Agreement

Between

Terry Braggins

And

**AgResearch Limited**

This is an employment agreement between Terry Braggins and AgResearch Limited, hereinafter referred to as AgResearch. It records the agreement of the intentions, responsibilities and obligations of both parties effective 1 July 2001. In signing this document, we (AgResearch and Terry Braggins) commit to the contents and conditions as outlined.

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## Introduction

The parties to this agreement are committed to achieving high performance and to realising AgResearch's business goals. We recognise the importance of staff and management working together in a spirit of partnership, based on trust, goodwill and mutual respect. This agreement outlines our intent as to how this relationship will work and shall replace any existing contract or agreement that provides for compensation, remuneration, reward or any other employment condition.

This Individual Employment Agreement (hereafter referred to as IEA) is written in accordance with the Employment Relations Act 2000 (and its amendment Acts) and other laws of New Zealand. New legislation may alter obligations under this agreement. These will need to be considered and negotiated as they arise.

---

## Parties

The parties to this Individual Employment Agreement are:

AgResearch Limited (otherwise referred to as "AgResearch"), the "employer";

and

Terry Braggins, the "employee".

---

## Employment Policy

The parties to this IEA acknowledge that AgResearch has policies and guidelines on a range of employment, operational and administrative matters with which all staff must comply. AgResearch may review, change and add to, its policies and guidelines, from time to time, subject to reasonable notice to all staff.

---

## Duties and Obligations

AgResearch will provide you with a job description that outlines your role and responsibilities.

AgResearch may change this job description from time to time, after consultation with you.

---

## Hours of Work

Your hours of work total 40 hours per week. These shall be worked between 8.00 am and 5.00 pm Monday to Friday.

Flexibility will be provided around the structuring of work hours and the taking of breaks to best fulfil:

- The needs of customers and colleagues;
- The achievement of work objectives;
- The individual's needs and personal circumstances.

Regular breaks are important to individual health and well being. A 10 minute break (paid) is provided for within every four hours of work, and a 30-60 minute break (unpaid) is allowed after five hours consecutive work.

---

## Remuneration

AgResearch's remuneration policy is to reward staff at all levels in a manner that reflects the market, individual contribution and performance, and the Company's ability and willingness to pay.

The following outlines your fixed remuneration:

Base Salary

Fixed Benefits

4<sup>th</sup> week annual leave

AgResearch Days

Fixed Remuneration

Your base salary will be paid fortnightly in arrears into a bank account nominated by yourself.

Any agreed changes to remuneration shall be discussed, agreed and put in writing.

If your hours of work are agreed to be permanently less than the base 40-hour week, annual remuneration and leave entitlements shall be on a proportional basis.

You may choose to trade the following entitlements against your base salary:

the fourth week of your annual leave entitlement;  
AgResearch days if there is an existing entitlement.

Any decisions around any such trade need to be agreed by 31 March prior to the financial year of implementation.

This clause does not imply that the company will buy back any unused leave in excess of the 25 days accrual allowed.

## Overtime

Overtime, approved in advance of being earned, will be paid at a rate of time and half for each hour worked greater than normal hours to a maximum in any one tax year of overtime, base salary and allowances (excluding mileage) of \$43,500. This maximum will be increased by 1% per year from 1 July 2002.

By agreement with your manager, paid time in lieu may be substituted for any overtime payment.

If you are required to return to work outside your normal working hours you will be paid a minimum of two hours.

## Allowances and expenses

AgResearch will reimburse you for authorised business expenses on an actual and reasonable basis on production of receipts where these are normally available.

Employees who have prior authorisation to use a private motor vehicle for business purposes shall be reimbursed at the rate of 60 cents per kilometre.

Higher duties allowances may be payable for temporary and significant additional responsibilities on a case-by-case basis.

All other allowances are incorporated in your fixed remuneration.



## Leave

AgResearch recognises the importance of leave from work for rest and recreation - and for attending to social and family needs.

### *Annual leave*

You are entitled to 4 weeks paid annual leave in addition to statutory holidays.

Leave is accrued in arrears on a monthly basis. AgResearch may allow leave to be taken in advance or to accumulate to 25 days. In exceptional circumstances, accumulation of greater than 25 days may be agreed at the discretion of your General Manager. Leave accumulated without approval, in excess of 25 days (at the 31<sup>st</sup> March each year) will be forfeited.

Any leave taken in advance will be deducted from an employee's final pay.

The scheduling and approval of annual leave will take into account both company and personal needs. In planning annual leave each year, employees should take a minimum of at least a 10-day break each year.

### *AgResearch Days*

You are entitled to 3 AgResearch days to be taken between Boxing Day and New Years Day.

### *Special leave*

The following provisions are in substitution of the special leave provisions in the Holidays Act.

### Sick leave

Leave with pay is provided for genuine illness or accident. You will be entitled to paid sick leave in accordance with the following scale:

Length of Service	Sick Leave Entitlement
Up to 3 months	7 days
Up to 6 months	14 days
Up to 9 months	31 days
Up to 5 years	46 days
Up to 10 years	92 days
Up to 20 years	183 days
Up to 30 years	275 days
30 years and over	365 days

These entitlements are not cumulative, and if part-time are on a proportional basis.

This leave may be used to provide care for genuine illness or accident of a family member.

You shall inform your manager of absence because of sickness as soon as practicable, preferably before 9.30am on the first day of that absence.

Your manager may at any time request a registered medical practitioner's certificate of probable length of absence, however this will not normally be required unless the period of sickness

extends past five days.

If you are absent due to an accident and being paid by AgResearch, any payment from ACC in lieu of base salary must be reimbursed to AgResearch.

You may be required to undergo a medical examination by a doctor nominated and paid for by AgResearch.

*Bereavement and tangihanga leave*

You shall be granted special bereavement leave on full pay to discharge your obligation and/or to pay your respects to a deceased person with whom you had a close association.

Such obligations may exist because of blood or family ties or because of a particular cultural requirement such as attendance at all or part of a tangihanga (or equivalent).

If bereavement occurs while you are absent on paid leave (such as annual or sick leave) then such leave may be interrupted and bereavement leave granted.

*Other leave*

*Community responsibilities and leave*

AgResearch recognises the importance of community activities and will grant paid leave for jury service, witness leave and military training, and may grant paid leave for events such as first aid training, civil defence, search and rescue, fire fighting and for attendance at Local Authority Board Meetings, Councils, Committees or other similar civic responsibilities, provided that there are no difficulties involved in releasing employees from their duties and that there is no conflict of interest.

Any non-AgResearch remuneration received for the period that paid leave was granted under this provision should be refunded to AgResearch.

*Special leave without pay*

This may be granted for any reason by agreement at the discretion of AgResearch.

*Parental leave*

AgResearch supports the provision of parental (and other related) leave for either parent.

Either parent shall be entitled to leave in accordance with the Parental Leave and Employment Protection Act 1987, under which unpaid childcare leave of up to 52 weeks shall be available.

In addition AgResearch also provides for the following:

- Up to 14 weeks maternity leave of which the first six weeks are paid
- Up to 2 weeks partner leave of which one week is paid
- Following return to work, and after completing the equivalent of six month's work, a payment equating to six week's fixed remuneration.

The paid leave and payment rates shall be based on your

---

normal hours of work.

AgResearch recognises that pregnancy and the addition of a new family member places additional pressure on parents. If you feel such pressures you may by agreement reduce your hours of work, for a period either immediately before taking parental leave, or immediately after returning to work.

These entitlements, and the administration of them, are fully detailed in the Parental Leave Policy.

---

## **Health and Well-being**

AgResearch and staff recognise the importance of good health and well-being. AgResearch will provide a safe work environment for staff. Staff will maintain a safety-conscious attitude to their work and will ensure that they are safe while at work, and that no action or inaction while at work will cause harm to other staff or visitors.

AgResearch will support staff returning to work and to good health as part of a comprehensive rehabilitation programme.

Both AgResearch and employees have responsibilities under the Health and Safety Act – refer to the Health and Safety Policy and the Rehabilitation Policy.

---

## **Equality in the Workplace**

AgResearch recognises the social and commercial value of Equal Employment Opportunities (EEO) and creating a workforce that is focused on quality and provides for diversity in views, philosophies, beliefs and backgrounds. All employees have a role in achieving this.

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## **Training and Career Development**

We are committed to an active policy of staff training and career development. As part of your annual performance review, your training and development needs will be identified.

All training and development supported or funded by AgResearch must be aligned to its strategic direction. AgResearch recognises the important role of staff training and development in achieving its strategic goals and will support learning opportunities by providing in-house training programmes and assisting with costs and provision of study leave for external development.

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## **Performance Management**

AgResearch is committed to developing a culture of high performance and excellence and to providing appropriate feedback and communication concerning individual performance through the Performance Management system.

Your performance will be appraised, at least annually, on the basis of objectives that will be agreed at the beginning of the performance period. Objectives and competencies will be the basis of performance appraisal but unplanned achievements may also be taken into account. If performance objectives are met or exceeded, a remuneration increase may occur (refer to

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the company's Remuneration Policy).

A decrease in remuneration may occur where you clearly fail to meet expectations and reasonable effort has been made by your employer to assist you to meet those expectations.

## **Corrective Action**

If inappropriate behaviour occurs or performance standards are consistently not met, the employer will seek to correct the situation by following a process of corrective action. The company has a policy and best practice relating to this.

You may elect to be represented at any time during the corrective action process.

Corrective action is serious. If the inappropriate behaviour continues without improvement it may lead to dismissal.

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## **Indemnity**

Employees are indemnified against costs, damages or other liabilities arising from work carried out, advice or services given or not given in good faith on behalf of AgResearch, provided the employee(s) concerned have:

- Acted within the terms of authority of their employment; and
- Provided work, advice or service, believing it to be accurate and appropriate to the occasion and to the best of their professional knowledge; and
- Have acted within the area of their recognised expertise within the company.

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## **Confidentiality, Intellectual Property and Privacy**

All information relating to AgResearch's research and commercial activities must be kept confidential and must not be used for any unauthorised purpose. Information includes any transactions, records, genetic material and/or documentation not in the public domain.

All inventions, discoveries, patents, designs, copyright or other intellectual property of any nature or proprietary rights arising from an employee's employment shall be the property of the employer unless otherwise agreed in writing beforehand. Laboratory books shall be maintained and are the property of AgResearch.

The obligations in this clause shall continue after employment has ended.

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## **Conflict of Interest**

Permission must be obtained before engaging in any activity in an industry or company where conflict of interests with AgResearch may arise.

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## **Disagreements, Disputes & Personal Grievances**

With the best of intentions, differences will arise between the two parties and/or individuals concerning such matters as performance assessment, remuneration reviews, interpretation of employment terms and conditions and personal grievances. It is important these are dealt with promptly and fairly with all parties involved being active in the resolution.

AgResearch has an agreed process of resolution as set out in

## **Duration and Termination**

Concluding employment relates to any action that ends the employer-employee relationship. Either the employee or the employer, for different reasons, can end the relationship. AgResearch shall not be prevented from summarily dismissing an employee for serious misconduct. The following is provided for within this agreement.

### ***Notice***

One month's notice will be given by either party except in the case of medical retirement where the notice period will be 3 months and in the case of redundancy where the notice period is defined in the redundancy clause. This period may be varied by mutual agreement.

### ***Resignation***

Resignation is the voluntary exercise of your right to end your employment.

### ***Retirement***

AgResearch recognises that you may wish at some time in your career to adopt a change of life style. AgResearch will support retirement planning by providing relevant workshops each year.

Staff intending to retire from the company may wish to consider a transition to retirement by reducing their hours of work over a period of time. Staff interested in this option should discuss it with their manager.

### ***Medical retirement***

If you, through serious injury, illness or accident, become unable to perform satisfactorily, AgResearch or yourself may seek to identify alternative duties or to end employment on medical grounds.

### ***Sale or transfer***

If AgResearch should sell or transfer the whole or part of its business, and if the new owner or transferee offers employment on terms which are generally no less favourable than the existing terms and conditions including recognition of service with AgResearch as if it were continuous, then there shall be no right to redundancy compensation or other redundancy rights.

### ***Redundancy***

A redundancy occurs when a position held by a staff member is or will become surplus to the needs of the employer. Should such a situation arise, it is important that employees are treated fairly and equitably and in accordance with company's approach to the restructuring process.

When the restructuring process has been completed and a staff surplus declared, notice will be given to affected staff and redundancy compensation will be payable on the following basis:

- 13 weeks notice of redundancy or payment in lieu;
- 6 weeks of current fixed remuneration for the first year of service (or part thereof);

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- A further 2 weeks of current fixed remuneration for each additional completed years service to a maximum of 19 years.

Should you decline a reasonable offer of alternative employment then you shall not be entitled to compensation under this clause.

*Dismissal*

If an employee fails to improve through the corrective action process or if there is serious misconduct, AgResearch may conclude that there is no alternative but to dismiss the employee. In the case of serious misconduct, this dismissal may be without notice.

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## Acceptance


This agreement replaces all previous agreements and/or individual employment contracts. Any changes to this agreement will be in writing, signed and dated by both parties. Formed under the Employment Relations Act 2000 (and its amendment Acts), this supersedes any other express or implied agreement made to date and includes all terms implied by operation of law, incorporated by statute, or otherwise.

The Employee Handbook "At Work with AgResearch", AgResearch policies and procedures, and current legislation also forms part of this IEA. Where there is any inconsistency between this IEA and the Employee Handbook, then the provisions of this IEA shall apply.

I confirm that I have had sufficient time to consider the terms of the agreement and a reasonable opportunity to seek independent advice on it.

In accepting this IEA, I accept that the information I have provided to AgResearch is correct and furthermore accept that if it is found to be false or misleading this may result in the termination of my employment.

I understand and accept the terms of the employment relationship being entered into as described above and in other documents referred to in this IEA, and agree to the adoption of company policies inclusive of AgResearch's vision, strategic direction and company values.

 T.S. Braggie 11.12.01  
Signed by Employee's Name Date

 SIMON J. LOVATT 8/12/01  
Signed by On Behalf of AgResearch Limited Date

## Appendix I

### Communicating and Resolving Employment Relationship Problems

Employment relationship problems include such things as disagreements with performance assessment and/or remuneration reviews, personal grievances, disputes, claims of unpaid wages, allowances, or holiday pay.

#### *The First Steps*

##### Representation

At any stage, you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. We can also choose to have a representative working on our behalf.

##### Tell us first

If you think you have a problem in your employment, then you must let your manager know as soon as possible, so we can try to resolve it with you. This approach may be in person or in writing. If you do not feel you can approach your manager, you can go to another manager you feel comfortable with or contact your local HR Advisor. In accordance with AgResearch policies, your concerns will be investigated promptly. If you have not had a response within 7 days please check that your concern has been recognised and something is being done.

In some cases, there is a time limit on when you have to do this – see below "Personal Grievances."

In cases of descriptor placement and/or remuneration reviews, staff may request the option of a national review panel that is available to talk with both parties and will make a recommendation to the General Manager. The review panel will consist of a peer nominated by the staff member, a peer nominated by AgResearch, a HR Advisor and a manager (but not the staff members line manager) nominated by AgResearch.

##### Mediation Services

If you do not feel happy with our response, then you can contact Mediation Services for free assistance. Their number is in the phone book under "Labour, Department of". The mediator will try to help us resolve the problem, but will not make a decision as to who is right or wrong unless we both want this.

#### *More Formal Steps*

##### Employment Relations Authority

If your problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you might want to have someone representing you. The Authority member will investigate the problem, and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

##### Personal Grievances

If you feel that you have grounds for raising a personal grievance with the Company (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must do so within 90 days of the action occurring, or the grievance coming to your notice.

You must raise any grievance with your manager so that we know what the grievance is about. You can either tell us, or put your grievance in writing. We can then respond to your claim. The sooner we are aware of your concern the sooner we can address it. Within 7 days of receiving your notice that you are taking a personal grievance, we will confirm to you our review of the circumstances.

(If you raise your grievance later than 90 days, we can choose to accept the grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.



## **EXHIBIT 3**

received unsigned docx back.  
6/10/06

Dear Delia,

I have been waiting for a  
response from Ian about this  
for so long, that I thought  
it would be best to return it  
to you in the meantime.

Regards

Henry Brangwyn

P.S. My correct spelling  
is Terence  
& my address is currently  
96 Hall St.  
Cambridge.